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*Attorneys for Interpleader Plaintiff West Coast Life
Insurance Company*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

WEST COAST LIFE INSURANCE
COMPANY,

Interpleader Plaintiff,

vs.

MICHAEL BLAKE and THE ESTATE OF
PATRICIA L. BLAKE, through its Personal
Representative Rebecca Klups,

Interpleader Defendants.

Case No. 2:21-cv-01584-JCM-NJK

**JOINT STIPULATION FOR
INTERPLEADER PLAINTIFF WEST
COAST LIFE INSURANCE COMPANY'S
PAYMENT OF INSURANCE
PROCEEDS, DISCHARGE, AND
DISMISSAL WITH PREJUDICE**

Interpleader Plaintiff West Coast Life Insurance Company and Interpleader Defendants Michael Blake and the Estate of Patricia L. Blake, through its Personal Representative Rebecca Klups, (collectively, the "Parties"), hereby STIPULATE AND AGREE as follows:

1. On August 26, 2021, Interpleader Plaintiff West Coast Life Insurance Company ("West Coast Life") commenced this action by filing its Complaint-in-Interpleader, requesting that the Court resolve the competing claims of Michael Blake and the Estate of Patricia L. Blake, through its Personal Representative Rebecca Klups, (collectively, the "Interpleader Defendants"),

1 to the \$500,000.00 proceeds of West Coast Life Insurance Company Policy No. Z01210908 (the
2 “Policy”). (Doc. 1).

3 2. West Coast Life admits that the proceeds of the Policy are due and payable in the
4 amount of \$500,000.00 plus any applicable accrued interest (the “Proceeds”). West Coast Life
5 claims no beneficial interest in the Proceeds, and it is instead a mere stakeholder.

6 3. The Interpleader Defendants have now filed responsive pleadings to the Complaint-
7 in-Interpleader. (Docs. 8, 18). No Interpleader Defendant has asserted a counterclaim against West
8 Coast Life. (*See id.*).

9 4. On February 22, 2022, West Coast Life’s counsel received an e-mail from Michael
10 Blake, who is proceeding *pro se* in this interpleader lawsuit, stating in relevant part: “Upon learning
11 of the response from Mrs. Klups, and that she is making a competitive claim for the death benefit,
12 I would like to withdraw my claim. It seems clear that NRS 111.781 would revoke my claim to the
13 benefit especially now that Mrs. Klups has responded to the Interpleader Complaint and created a
14 competitive claim. Please let me know how to move forward with terminating my claim. I would
15 like to save the coast [sic] of expensive litigation so that Mrs. Klups and the Estate of Patricia Blake
16 can receive the maximum benefit.” Mr. Blake made similar representations during the February
17 28, 2022 scheduling conference before this Court.

18 5. In light of the foregoing, the parties agree that West Coast Life shall distribute the
19 Policy Proceeds to the Estate of Patricia L. Blake (the “Estate”), less West Coast Life’s reasonable
20 attorneys’ fees and costs in the amount of \$8,500.00, which the parties agree West Coast Life is
21 entitled to recover as a result of having to pursue this interpleader lawsuit.

22 6. The amount specified in Paragraph 5 above shall be paid by check and delivered by
23 West Coast Life to the Estate’s counsel within twenty (20) business days of the latest of the
24 following to occur: (a) the Court’s approval of this Joint Stipulation; and (b) the receipt by West
25 Coast Life’s counsel of properly executed IRS Form W-9s (Rev. Oct. 2018) for both the Estate of
26 Patricia L. Blake and Lee, Kiefer & Park L.L.P.

1 7. Upon payment of the Proceeds by West Coast Life as specified herein, West Coast
2 Life shall be discharged from any and all further liability with respect to, affecting, or in any way
3 arising out of the Policy.

4 8. Upon payment of the Proceeds by West Coast Life as specified herein, Michael
5 Blake, the Estate of Patricia L. Blake, Rebecca Klups, and The Unicorn Revocable Family Trust
6 dated October 25, 2016 shall be permanently enjoined from instituting or prosecuting any other
7 proceeding, arbitration, or lawsuit against West Coast Life or any of its parent companies, affiliates,
8 agents, predecessors, successors, or assigns (including, but not limited to, Protective Life Insurance
9 Company, Protective Life Corporation, The Dai-ichi Life Insurance Company, Limited, and Dai-
10 ichi Life Holdings, Inc.) with respect to the Proceeds, the Policy, and any and all claims that were
11 or could have been raised in this action against West Coast Life.

12 9. Upon payment of the Proceeds by West Coast Life as specified herein, the Estate of
13 Patricia L. Blake, Rebecca Klups, and The Unicorn Revocable Family Trust dated October 25,
14 2016 shall be permanently enjoined from instituting or prosecuting any other proceeding,
15 arbitration, or lawsuit against Michael Blake with respect to the Proceeds, the Policy, and any and
16 all claims that were or could have been raised in this action against Michael Blake.

17 10. Any person not yet joined as a party to this action who may make a claim for, or be
18 entitled to, the Policy Proceeds is joined and subject to Paragraph 8 above.

19 11. This lawsuit and all claims asserted therein are hereby dismissed with prejudice,
20 with each party to bear his/her/its own attorneys' fees and costs (except as otherwise stated in
21 Paragraph 5 above). The Court shall retain jurisdiction over this matter to enforce the terms of this
22 Joint Stipulation, if necessary.

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WHEREFORE, the parties respectfully request that the Court approve this Joint Stipulation for Payment of Insurance Proceeds, Discharge, and Dismissal with Prejudice, and enter the proposed order submitted herewith as **Exhibit A**.

SO STIPULATED on this 21st day of March, 2022.

SNELL & WILMER L.L.P.

LEE KIEFER & PARK L.L.P.

By: /s/ Kelly H. Dove

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*Attorneys for Interpleader Plaintiff West
Coast Life Insurance Company*

By: /s/ Daniel P. Kiefer (w/ permission)

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*Attorneys for Interpleader Defendant The
Estate Of Patricia L. Blake, through its
Nominated Personal Representative
Rebecca Klups*

/s/ Michael Blake (w/ permission)

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252 North Milan Street
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Pro Se

INDEX OF EXHIBITS

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A	Proposed Order	3

4876-2987-0102

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Exhibit A

Proposed Order

Kelly H. Dove
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**ORDER GRANTING THE
PARTIES' JOINT STIPULATION FOR
INTERPLEADER PLAINTIFF WEST
COAST LIFE INSURANCE COMPANY'S
PAYMENT OF INSURANCE
PROCEEDS, DISCHARGE, AND
DISMISSAL WITH PREJUDICE**

The Parties' Joint Stipulation for Interpleader Plaintiff West Coast Life Insurance Company's Payment of Insurance Proceeds, Discharge, and Dismissal with Prejudice is GRANTED in its entirety. Accordingly, IT IS HEREBY ORDERED as follows:

1. Within twenty (20) business days after entry of this Order and West Coast Life Insurance Company's ("West Coast Life") receipt of properly executed IRS Form W-9s (Rev. Oct. 2018) for both the Estate of Patricia L. Blake and Lee, Kiefer & Park L.L.P., whichever occurs latest, West Coast Life shall pay the \$500,000.00 proceeds of West Coast Life Insurance Company

1 Policy No. Z01210908 (the “Policy”), plus applicable interest, less West Coast Life’s reasonable
2 attorneys’ fees and costs in the amount of \$8,500.00 (collectively, the “Proceeds”), by check to the
3 Estate of Patricia L. Blake.

4 2. Upon payment of the Proceeds by West Coast Life as specified in Paragraph 1
5 above, West Coast Life shall be discharged from any and all further liability with respect to,
6 affecting, or in any way arising out of the Policy.

7 3. Upon payment of the Proceeds by West Coast Life as specified in Paragraph 1
8 above, Michael Blake, The Estate of Patricia L. Blake, Rebecca Klups, and The Unicorn Revocable
9 Family Trust dated October 25, 2016 shall be permanently enjoined from instituting or prosecuting
10 any other proceeding, arbitration, or lawsuit against West Coast Life or any of its parent companies,
11 affiliates, agents, predecessors, successors, or assigns (including, but not limited to, Protective Life
12 Insurance Company, Protective Life Corporation, The Dai-ichi Life Insurance Company, Limited,
13 and Dai-ichi Life Holdings, Inc.) with respect to the Proceeds, the Policy, and any and all claims
14 that were or could have been raised in this action against West Coast Life.

15 4. Upon payment of the Proceeds by West Coast Life as specified in Paragraph 1
16 above, The Estate of Patricia L. Blake, Rebecca Klups, and The Unicorn Revocable Family Trust
17 dated October 25, 2016 shall be permanently enjoined from instituting or prosecuting any other
18 proceeding, arbitration, or lawsuit against Michael Blake with respect to the Proceeds, the Policy,
19 and any and all claims that were or could have been raised in this action against Michael Blake.

20 5. Any person not yet joined as a party to this action who may make a claim for, or be
21 entitled to, the Policy Proceeds is joined and subject to Paragraph 3 above.

22 ///

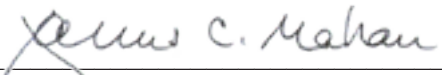
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1 6. This lawsuit and all claims asserted therein are hereby dismissed with prejudice,
2 with each party to bear his/her/its own attorneys' fees and costs (except as otherwise stated in
3 Paragraph 1 above). The Court shall retain jurisdiction over this matter to enforce the terms of the
4 Parties' Joint Stipulation for Interpleader Plaintiff West Coast Life Insurance Company's Payment
5 of Insurance Proceeds, Discharge, and Dismissal with Prejudice.

6
7 SO ORDERED March 25, 2022.

8
9 
10 HONORABLE JAMES C. MAHAN
11 United States District Court Judge

12 4871-1075-9446

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